

Fill in this information to identify the case:

Debtor 1 Rodrigo SilveiraDebtor 2 Kristen Elizabeth Silveira; fka Kristen Elizabeth Merck; dba Marspot LLC; dba Solve Solutions; dba 3DAgent LLC  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Ohio

Case number 2:19-bk-50148

## Official Form 410S1

**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

U.S. Bank Trust National Association,

Name of creditor: as Trustee of the LB-Cabana Series IV TrustCourt claim no. (if known): 3-2Last 4 digits of any number you use to  
identify the debtor's account:3 4 6 2

Date of payment change:

Must be at least 21 days after date  
of this notice01/01/2022

New total payment:

\$ 2,133.26

Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment**

## 1. Will there be a change in the debtor's escrow account payment?

☐ No☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_Current escrow payment: \$ 908.82New escrow payment: \$ 948.74**Part 2: Mortgage Payment Adjustment**

## 2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: \_\_\_\_\_%

New interest rate: \_\_\_\_\_%

Current principal and interest payment: \$ \_\_\_\_\_

New principal and interest payment: \$ \_\_\_\_\_

**Part 3: Other Payment Change**

## 3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.  
(Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1 Rodrigo Silveira  
First Name Middle Name Last Name

Case number (if known) 2:19-bk-50148

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
- ☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X** /s/ Molly Slutsky Simons \_\_\_\_\_ Date 11/09/2021  
Signature

Print: Molly Slutsky Simons \_\_\_\_\_ Title Attorney for Creditor  
First Name Middle Name Last Name

Company Sottile & Barile, Attorneys at Law

Address 394 Wards Corner Road, Suite 180  
Number Street  
Loveland OH 45140  
City State ZIP Code

Contact phone 513-444-4100 Email bankruptcy@sottileandbarile.com



Rushmore Loan Management Services  
PO Box 514707  
Los Angeles, CA 90051  
[www.rushmorelm.com](http://www.rushmorelm.com)  
(888) 504-6700

----- manifest line -----

MICHAEL A COX  
2500 HIGH STREET  
STE.#100  
COLUMBUS, OH 43202

**Date: October 27, 2021**

**Case: 19-50148**

**Loan Number:** [REDACTED]

Dear Sir/Madame,

Enclosed is correspondence relating to a loan we service for your client.

Sincerely,

Rushmore Loan Management Services LLC



Rushmore Loan Management Services  
PO Box 514707  
Los Angeles, CA 90051  
www.rushmorelm.com  
(888) 504-6700

Statement Date: October 27, 2021  
Loan Number: [REDACTED]

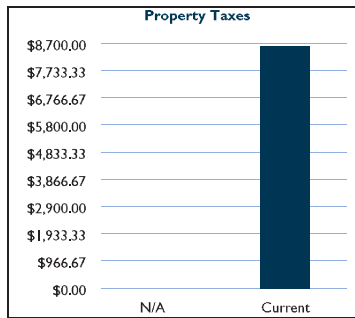
## Escrow Analysis Statement

RODRIGO SILVEIRA  
4387 WOODED NOOK DRI  
NEW ALBANY OH 43054-0543

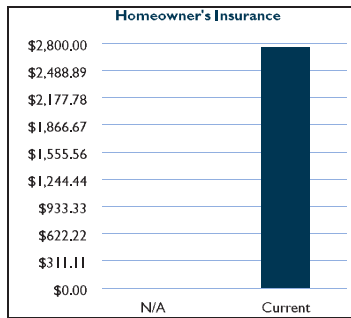
Need help understanding your mortgage escrow statement?  
Scan here or visit [rushmorelm.com](http://rushmorelm.com)

We review your escrow account annually to ensure that you have adequate funds to cover your tax and insurance items for the next 12 months. The amounts billed for certain escrow items changed. This statement describes the changes, possible changes to your monthly payments, and your options.

### What changed?



Taxes increased by \$8,628.82 per year.



Insurance increased by \$2,756.00 per year.

Changes in the above items mean that the amount needed in your escrow account increased by \$11,384.82 per year.

### How do these changes affect me?

Based upon the Anticipated Escrow Disbursements and Payments, we have determined that your Escrow Account has sufficient funds. In order to receive a refund your loan must be current, in good standing and have sufficient funds in your escrow account.

	Current Payment	Escrow Change	New Monthly Payment Effective 01/2022
<b>Due Date</b>	08/2019		01/2022
<b>Principal and Interest</b>	\$1,368.42		\$1,184.52
<b>Escrow Payment</b>	\$876.11	\$72.63	\$948.74
<b>Escrow Overage</b>			\$0.00
<b>TOTAL</b>	\$2,244.53		\$2,133.26

A detailed explanation of the calculations for your escrow account is located on page 2.

Note: **Online bill payment users:** Your payment is changing effective 01/01/2022 so **action is required**. Please log into your bank's online account and update your payment amount. Thank you!

Rushmore Loan Management Services LLC

#### ESCROW OVERAGE

Loan Number: [REDACTED]  
Mortgager Name: RODRIGO SILVEIRA

Escrow Overage Amount: \$1,103.65

Based upon the Anticipated Escrow Disbursements and Payments, we have determined that your Escrow Account has sufficient funds. In order to receive a refund your loan must be current, in good standing and have sufficient funds in your escrow account.

Rushmore Loan Management Services LLC  
P.O. Box 514707

### How did Rushmore make the escrow calculations?

Step 1: Rushmore analyzes all items paid by the escrow account, we then calculate the amount that you'll likely need to pay these bills.

Step 2: We take your anticipated taxes and/or insurance premiums to determine the total outgoing payments. We then divide the total outgoing payments by 12 to determine your monthly escrow amount.

Your total anticipated tax and/or insurance premium(s) are as follows:

Annual Property Taxes	\$8,628.82
Annual Property Insurance	\$2,756.00
Total	\$11,384.82 divided by 12 months = \$948.74

Step 3: We calculate the minimum required escrow balance. Your escrow account must have a minimum balance of \$0.00 for the next year.

Step 4: We calculate your annual escrow account projection for the coming year. If your monthly escrow balance falls below the minimum balance of \$0.00, your escrow account experiences a shortage. If our calculation determines that your monthly escrow balance will not reach the minimum balance, your escrow account will have an overage.

The table below demonstrates the estimated activity in your escrow account for the coming year.

### What escrow activity is expected in the coming year?

The highlighted row indicates the lowest estimated escrow balance for the year of -\$645.55. The difference between the lowest projected balance of -\$645.55 and the minimum required escrow balance of \$0.00 is \$1,103.65.

\$1,103.65 is your escrow overage.

	PAYMENTS TO ESCROW ACCOUNT	ESTIMATED PAYMENTS FROM ESCROW ACCOUNT				ESCROW ACCOUNT BALANCE	
		MIP/PMI	Taxes	Flood Insurance	Homeowner's Insurance	Estimated	Required
<u>Anticipated</u> <u>Date of Activity</u>					Starting Balance	-\$645.61	-\$0.06
Jan 22	\$948.74					\$303.13	\$948.68
Feb 22	\$948.74					\$1,251.87	\$1,897.42
Mar 22	\$948.74					\$2,200.61	\$2,846.16
Apr 22	\$948.74					\$3,149.35	\$3,794.90
May 22	\$948.74					\$4,098.09	\$4,743.64
Jun 22	\$948.74		\$4,314.41			\$732.42	\$1,377.97
Jul 22	\$948.74					\$1,681.16	\$2,326.71
Aug 22	\$948.74					\$2,629.90	\$3,275.45
Sep 22	\$948.74					\$3,578.64	\$4,224.19
Oct 22	\$948.74				\$2,756.00	\$1,771.38	\$2,416.93
Nov 22	\$948.74					\$2,720.12	\$3,365.67
Dec 22	\$948.74		\$4,314.41			-\$645.55	\$0.00

**NOTE:** If this escrow analysis indicates that there is a surplus, it may not mean that you are entitled to receive a return of that surplus. This analysis was calculated based on an assumption that the account is current according to the terms of the note and Mortgage/Deed of Trust. If the account is behind, in default, or in bankruptcy, this analysis may not reflect the current state of the account or the terms of a bankruptcy plan. If there are enough funds in the escrow account the surplus will be mailed to you within 30 days, provided the account is current under the terms of the note and Mortgage/Deed of Trust.

Back of coupon or check intentionally left blank

What escrow activity occurred since your last analysis?

The chart below reflects what actually happened in your escrow account since your last analysis.

Between 04/2021 and 10/2021 a total of \$34,681.15 was deposited to your escrow account and a total of \$7,070.41 was disbursed from your escrow account as follows. Totals for each disbursements are noted below.

COUNTY/PARIS: \$4,314.41  
HAZARD INS.: \$2,756.00

Month of Activity	PAYMENTS TO ESCROW ACCOUNT		PAYMENTS FROM ESCROW ACCOUNT			ESCROW BALANCE COMPARISON	
	Estimated	Actual	Estimated	Actual	Description	Estimated	Actual
					Starting Balance	\$0.00	-\$25,759.58
May 21		\$3,504.44				\$0.00	-\$22,255.14
Jun 21		\$876.11		\$4,314.41	COUNTY/PARIS	\$0.00	-\$25,693.44
Jul 21		\$1,752.22				\$0.00	-\$23,941.22
Aug 21		\$876.11				\$0.00	-\$23,065.11
Sep 21		\$2,628.33		\$2,756.00	HAZARD INS.	\$0.00	-\$23,192.78
Oct 21		\$25,043.94			E	\$0.00	\$1,851.16

**E**—Indicates the activity has not yet occurred but is estimated to occur as shown.

*\*If there is an amount listed in the "Actual" column under Payments To Escrow Account on Page 2 above, then this is the assumption that was made and indicates the amount that would have been paid into escrow for a contractually current loan. This number does not represent payments that were actually made by you. As discussed above, these escrow calculations are calculated based on an assumption that the account would be current according to the terms of the note and mortgage/deed of trust.*

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt. Any information obtained will be used for that purpose. However, if you are in Bankruptcy or received a Bankruptcy Discharge of this debt, this letter is being sent for informational purposes only, is not an attempt to collect a debt and does not constitute a notice of personal liability with respect to the debt.

Rushmore Loan Management Services LLC is a Debt Collector attempting to collect a debt.

**Bankruptcy Notice.** If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

**LEGAL NOTIFICATION:** Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**Notice of Error Resolution & Information Request Procedures**

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

**If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:**

Rushmore Loan Management Services LLC  
P.O. Box 52262  
Irvine, CA 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you

All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**HUD STATEMENT**

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll-free telephone at 1-800-569-4287.

**Equal Credit Opportunity Act Disclosure**

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
COLUMBUS DIVISION**

In Re:

Case No. 2:19-bk-50148

Rodrigo Silveira  
Kristen Elizabeth Silveira  
*fka* Kristen Elizabeth Merck  
*dba* Marspot LLC  
*dba* Solve Solutions  
*dba* 3DAgent LLC

Chapter 13

Debtors.

Judge C. Kathryn Preston

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**CERTIFICATE OF SERVICE**

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I certify that a copy of the foregoing Notice of Mortgage Payment Change was served **electronically** on November 9, 2021 through the Court's ECF System on all ECF participants registered in this case at the e-mail address registered with the Court

And by **first class mail** on November 9, 2021 addressed to:

Rodrigo Silveira, Debtor  
4387 Wooded Nook Dr  
New Albany, OH 43054

Kristen Elizabeth Silveira, Debtor  
4387 Wooded Nook Dr  
New Albany, OH 43054

Respectfully Submitted,

/s/ Molly Slutsky Simons

Molly Slutsky Simons (0083702)  
Sottile & Barile, Attorneys at Law  
394 Wards Corner Road, Suite 180  
Loveland, OH 45140  
Phone: 513.444.4100  
Email: [bankruptcy@sottileandbarile.com](mailto:bankruptcy@sottileandbarile.com)  
Attorney for Creditor